

**SERIAL 03133 RFP HOSTED E-MAIL SUBSCRIPTION MANAGEMENT SOLUTION
(NIGP 209-54)**

DATE OF LAST REVISION: August 15, 2005 CONTRACT END DATE: June 30, 2007

JUNE 30, 2007
~~FEBRUARY 28, 2006~~
CONTRACT PERIOD THROUGH ~~FEBRUARY 28, 2005~~

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **HOSTED E-MAIL SUBSCRIPTION MANAGEMENT SOLUTION
(NIGP 209-54)**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **December 18, 2003**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

LC/mm
Attach

Copy to: Clerk of the Board
Bill Shaw, EGOV
Anna Medina, Public Information Office
Kerrilyne Baumann, Public Information Office
Al Macias, Public Information Office
Mirheta Muslic, Materials Management



CONTRACT PURSUANT TO BS03133-RFP

SERIAL 03133-RFP

This Contract is entered into this 1st day of February 2004 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and GovDocs, a Minnesota Corporation ("Contractor") for the purchase of a Hosted E-Mail Subscription Management Solution.

1.0 TERM

- 1.1 This Contract is for a term of one (1) year, beginning on the 1st day of February 2004 and ending the 28th day of ~~February 2005-2006~~ **June 30, 2007**.
- 1.2 The County may, at its option and with the agreement of the Contractor, extend the period of this Contract for additional one (1) year term up to a maximum of four (4) additional terms. The County shall notify the Contractor in writing of its intent to extend the Contract period at least thirty (30) calendar days prior to the expiration of the original contract period, or any additional term thereafter.

2.0 PAYMENT

- 2.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum stated in Final Pricing, attached hereto and incorporated herein as Exhibit "A." Payment shall be made as set forth in the RFP.
- 2.2 Payment under this Contract shall be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided on the purchase order. Invoices shall contain the following information: purchase order number, item numbers, description of supplies and/or services, sizes quantities, unit prices, and extended totals and applicable sales/use tax. The County is not subject to excise tax.

3.0 DUTIES

- 3.1 The Contractor shall perform all duties stated in the Agreed Scope of Work, attached hereto and incorporated herein as Exhibit "B."
- 3.2 Contractor shall perform services at the location(s) and time(s) stated in Exhibit "B," or in the purchase order requesting such services.
- 3.3 During the Contract term, County shall provide Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its contractual obligations.

4.0 TERMS & CONDITIONS

4.1 INDEMNIFICATION AND INSURANCE:

4.1.1 **INDEMNIFICATION**

4.1.2 Indemnification.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

4.1.3 **Abrogation of Arizona Revised Statutes Section 34-226:**

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, **CONTRACTOR** shall defend, indemnify and hold harmless **COUNTY**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from **CONTRACTOR'S** work or services. **CONTRACTOR'S** duty to defend, indemnify and hold harmless, **COUNTY**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of **CONTRACTOR**, anyone **CONTRACTOR** directly or indirectly employs or anyone for whose acts **CONTRACTOR** may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including **COUNTY**.

The scope of this indemnification does not extend to the sole negligence of **COUNTY**.

4.1.4 Insurance Requirements.

CONTRACTOR, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of **COUNTY**. The form of any insurance policies and forms must be acceptable to **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of **COUNTY**, constitute a material breach of this Contract.

CONTRACTOR'S insurance shall be primary insurance as respects **COUNTY**, and any insurance or self-insurance maintained by **COUNTY** shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect **COUNTY**.

The insurance policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to **COUNTY** under such policies. **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retention and **COUNTY**, at its option, may require **CONTRACTOR** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

COUNTY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONTRACTOR** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONTRACTOR** from, or be deemed a waiver of **COUNTY'S** right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against **COUNTY**, its agents, representatives, officers, directors, officials and employees for any claims arising out of **CONTRACTOR'S** work or service.

4.1.4.1 Commercial General Liability. **CONTRACTOR** shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The CGL and the commercial umbrella coverage, if any, additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 10 01, and shall include coverage for **CONTRACTOR'S** operations and products.

4.1.4.2 Automobile Liability. **CONTRACTOR** shall maintain Automobile Liability Insurance and, if necessary, Commercial Umbrella Insurance with a combined single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (including owned, hired, non-owned), assigned to or used in the performance of this Contract. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

- 4.1.4.3 Workers' Compensation. **CONTRACTOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

CONTRACTOR waives all rights against **COUNTY** and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by **CONTRACTOR** pursuant to this agreement.

In case any work is subcontracted, **CONTRACTOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of **CONTRACTOR**.

4.1.5 Certificates of Insurance.

- 4.1.5.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of **CONTRACTOR'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to **COUNTY** fifteen (15) days prior to the expiration date.

4.1.5.2 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

4.2 REQUIREMENT OF CONTRACT BOND:

Concurrently with the submittal of the Contract, the Contractor shall furnish the Contracting Agency the following bonds, which shall become binding upon the award of the contract to the Contractor.

- (A) A Performance Bond equal to the full first year Contract amount (\$88,000) conditioned upon the faithful performance of the Contract in accordance with plans, specifications and conditions thereof. Such bond shall be solely for the protection of the Contracting Agency awarding the Contract.

Each such bond shall include a provision allowing the prevailing party in a suit on such bond to recover as a part of his judgment such reasonable attorney's fees as may be fixed by a judge of the court.

Each bond shall be executed by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance. The bonds shall not be executed by an individual surety or sureties. The bonds shall be made payable and acceptable to the Contracting Agency. The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this state, as by law required, and the bonds shall have attached thereto a certified copy of the Power of Attorney of the signing official. In addition, said company or companies shall be rated "Best-A" or better as required by the Contracting Agency, as currently listed in the most recent Best Key Rating Guide, published by the A.M. Best Company.

4.3 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Department of Materials Management
Attn: Director of Purchasing
320 West Lincoln Street
Phoenix, Arizona

For Contractor:

Jay Perbix or Scott M. Burns
GovDocs, Inc.
380 Jackson Street
St. Paul, MN 55101

4.4 REQUIREMENTS CONTRACT:

Contractor signifies its understanding and agreement by signing this document, that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made. Orders will only be placed when County identifies a need and issues a purchase order.

Contractor shall take no action under this Contract unless specifically requested by County, which shall submit a written purchase order to Contractor requesting that work be performed or product be delivered.

County reserves the right to cancel purchase orders within a reasonable period of time after issuance. Should a purchase order be canceled, the County agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor pursuant to the purchase order. The County will not reimburse the Contractor for any costs incurred after receipt of cancellation, or for lost profits, or shipment of product or performance of services prior to issuance of a purchase order.

Contractor agrees to accept verbal cancellation of purchase orders.

4.5 ESCALATION:

Any requests for reasonable price adjustments must be submitted thirty (30) days prior to the Contract expiration date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the Producer Price Index or by performing a market survey.

4.6 TERMINATION:

County may unconditionally terminate this Contract for convenience by providing thirty (30) calendar days advance notice to the Contractor.

County may terminate this Contract if Contractor fails to pay any charge when due or fails to perform or observe any other material term or condition of the Contract, and such failure continues for more than ten (10) days after receipt of written notice of such failure from County, or if Contractor becomes insolvent or generally fails to pay its debts as they mature.

4.7 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

4.8 OFFSET FOR DAMAGES;

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

4.9 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.10 SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

4.11 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.12 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.13 AUDIT DISALLOWANCES:

If at any time County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

4.14 VALIDITY:

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of this Contract.

4.15 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

4.16 INTEGRATION

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR

AUTHORIZED SIGNATURE

PRINTED NAME AND TITLE

GovDocs
380 Jackson Street, Suite #430
St Paul, MN 55101
ADDRESS

DATE

MARICOPA COUNTY

BY: _____
DIRECTOR, MATERIALS MANAGEMENT

DATE

BY: _____
CHAIRMAN, BOARD OF SUPERVISORS

DATE

ATTESTED:

CLERK OF THE BOARD

DATE

APPROVED AS TO FORM:

MARICOPA COUNTY ATTORNEY

DATE

Exhibit A

SERIAL 03133-RFP/C703003/NIGP209-54/B0600756

PRICING SHEET

BIDDER NAME:

GovDocs

FEDERAL TAX I.D. #:

W000003305 X

BIDDER ADDRESS:

380 Jackson Street, Suite 550, Saint Paul, MN 55101

P.O. ADDRESS:

380 Jackson Street, Suite 550, Saint Paul, MN 55101

BIDDER PHONE #:

(651) 726-7303

BIDDER FAX #:

(651) 665-0943

COMPANY WEB SITE:

<http://www.govdocs.com>

COMPANY CONTACT (REP):

Scott Burns

E-MAIL ADDRESS (REP):

scott.burns@govdocs.com

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES

INTERNET ORDERING CAPABILITY

NO

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT:

NO

PAYMENT TERMS: 2% 30 DAYS NET 31

PRICE CATEGORY	ORIGINAL INSTALL	ON-GOING MAINTENANCE &/OR SUPPORT				
		YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
SW Options & Services: (List Below)	\$ 39,800	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
System setup (Includes all setup required within this proposal; including integration support, training, and technical assistance)						
TOTAL -- SW OPTIONS & SERVICES:	\$ 39,800	\$ -	\$ -	\$ -	\$ -	\$ -

PRICE CATEGORY	ORIGINAL INSTALL	Hosting & Training Fees				
		YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Hosting Fees:	\$ -	\$ 47,640	\$ 47,640	\$ 49,069	\$ 50,541	\$ 52,085
TOTAL HOSTING and TRAINING FEES:		\$ 47,640	\$ 47,640	\$ 49,069	\$ 50,541	\$ 52,085

PRICE CATEGORY	HOURLY RATES
Misc/Optional Services:	
Custom Programming	\$ 160
Data Migration	\$ 110
Systems Integration	\$ 160
OTHER: (List Below - Insert Additional lines as necessary)	
Graphic Design	\$ 75
Project Management	\$ 110
Hourly rates proposed will not be necessary to fullfill the County's specifications	

Exhibit B

1.0 **INTENT:**

The intent of this contract is to purchase a complete solution for e-mail subscription management to incorporate into the County's website in order to improve service and facilitate the distribution of information to the County's website users.

Maricopa County will offer e-mail subscription functionality on its website so that site visitors can subscribe to receive information updates via e-mail based on their personal interest and/or request. To manage this, the County plans to implement a commercially available e-mail subscription management application proposed by GovDocs (herein after referred to as Contractor) that provides an efficient method of distributing information by e-mail once content (i.e., documents or other information of interest) is updated on the County's website.

It is Maricopa County's intent to purchase a complete e-mail subscription management solution that includes hosting and management of the e-mail subscription management application by the software vendor or a designated partner of the vendor.

GovDelivery is the proposed solution for the scope of work and the proposed solution shall fulfill each of the requirements in Section 2 of this document.

2.0 **SCOPE OF WORK:**

The e-mail subscription management solution (herein after referred to as GovDelivery or solution) must integrate seamlessly with the County's existing website and content-management process. In order to minimize the total cost of installation and management of the application, the County requires that the application provided be setup to work with the County's website by the County pasting HTML links to the subscription options on its website without any custom programming required.

The proposed solution shall include all services required to successfully implement and manage the solution, including setup services such as training and integration support, and ongoing services such as application hosting, training, and technical support. The proposed solution shall provide complete scalability for the entire County and place no limitations on the number of subscription options, subscribers, e-mails sent, and administrators provided all usage is related to the County's website.

2.1 SPECIFIC APPLICATION REQUIREMENTS

The following specific requirements for the e-mail subscription management solution shall be provided:

2.1.1 Required Elements of the Setup Process for the Solution:

Contractor must launch application within thirty (30) days of contract signing.

Contractor shall integrate application with County website and content management process without back-end database or content management server integration by monitoring for changes in website content or through some other mechanism.

Contractor's Page Watch feature watches designated Web Pages (URL) hosted on the County's website each hour, identifies changes to content and shall notify the appropriate administrator of the change. If the change is substantial, the administrator has immediate access to send subscribers a notice of the update, which typically takes 15-45 seconds. County email/web page administrators shall also be able to set notices to go out automatically when certain content changes occur.

Contractor shall automatically create templates with the County website's look and feel for all e-mail subscription features (e.g., user sign-up, subscription confirmation, viewing of all subscription options, user profile management) without programming and without vendor branding.

Contractor shall offer any subscription or profile management features/templates from any County web page through placement of an HTML link on the County web page without any other programming or installation of any software or hardware. All GovDelivery features and templates shall be embedded within the County website via HTML Links.

2.1.2 User Experience Features Required of the Solution:

Integrate subscription links within existing County website layout so that subscriptions are available from any County web page. Every County subscription item and category shall have an associated "one-click" subscribe link that can be placed next to related content on the County website, or any County-defined location.

Enable rapid sign-up to specific subscriptions, categories, subcategories, or entire list of available subscriptions by placement of HTML links in appropriate locations on website.

Prompt new users to view list of all available e-mail subscriptions.

Generate HTML links (accessible to designated administrators) related to all subscription options to enable administrators to paste these links on the County's website, as desired. A menu of HTML links shall be automatically created and immediately available to designated administrators whenever a subscription item is added or modified.

Generate HTML links that can be placed on web page to prompt site users to consider subscribing to certain content before viewing it.

Provide site users that subscribe to information with a web-based profile page where they can change their e-mail address, add/subtract password, view all subscriptions, and stop notifications during designated periods (e.g., vacations). Site users shall have full control over their account profiles.

2.1.3 E-mail Notification Features required to be included with the Solution:

GovDelivery's subscription engine must maintain an average send rate of 30 emails per second. In addition, the system shall track the amount of time it takes for each message sent by the county to go out to the subscribers. Contractor must increase the SEND capacity to ensure that all messages are sent within one hour.

Send e-mails in MIME Multipart format allowing users to view messages in HTML or plain-text.

Create an individual e-mail for each recipient, so that recipient addresses remain unavailable to other message recipients.

Send e-mail notifications automatically, in real time, when content is updated. Notices must be sent automatically or with an administrators approval (based on the County's preference) upon detection of the change and always within an hour.

2.1.4 Requirements of the Administration/Management Process for the Solution:

Within an hour after website content is updated, GovDelivery must send notices and an invitation to the administrator in order to send an email update to citizens who are subscribed to the updated content.

Allow County staff to create and manage a multi-level hierarchy of administrative users with different levels of administrative rights so an individual administrator can only send messages related to his or her assigned content. County System administrators must be able add or delete list owners and modify their list responsibilities at any time.

Allow County email administrators to store default message and from name and e-mail address for every subscription topic so messages are ready-to-send when content is updated. Furthermore, County email administrators must be able to modify the information as necessary at the time of sending the message without affecting the default information.

Allow administrators to list an individual subscription item in multiple categories and sub-categories without additional programming.

Administrators must have access any single administration feature from HTML links so administrators can go directly to the task they want to perform through a bookmark.

Allow additions and modifications to subscription options to be made through a “point-and-click” user interface so that changes can be made without programming; ensure that changes are reflected immediately in the subscription options presented to users. GovDelivery’s interface shall be sufficiently easy to use in order that non-technical staff are able add, subtract, or modify subscription options at any time.

Allow administrators to send subscriptions manually to one or more groups of subscribers at anytime without updating website content.

Allow administrators to add subscribers manually when subscribers sign up through other means (existing lists, paper sign ups, etc.).

Provide management of private (internal) subscription groups.

Provide automatic bounce handling to take care of all e-mail bounces that result from invalid e-mail addresses.

2.1.5 Minimum Reporting Features Included with the Solution:

Provide reporting of numbers of subscribers, response rates, and e-mails sent by item, subcategory and category.

Report on the frequency with which subscribers visit the County website as a result of receiving an e-mail notifications.

Gov Delivery shall also track the number of emails sent out, when they are sent, and the number of users that return to the County website after receiving an email. The report must be able to be run by any date range.

Provide an aging report that identifies out-of-date content and under-served subscriber lists.

2.1.6 Hosting, Security, and Data Privacy Requirements of the Solution:

Provide a turnkey solution that includes hosting of the application in an environment that supports all other requirements.

As proposed by Contractor, GovDelivery shall be an ASP based system hosted on state-of-the art hardware at a Tier One Data Center in St. Paul, MN. The web application has no single point of failure, and is infinitely scalable.

Does not require the County to purchase or install software or hardware.

Demonstrate application hosting up time of greater than 98% over a minimum of a 2-year period.

Require no openings in the County firewall for any reason including monitoring for changes in the County's website content.

Ensure that the County maintains ownership of all subscription data stored in application though the vendor is allowed to maintain the information for purposes of providing the service; allow the County access to the data at anytime.

2.1.7 Required Scalability of the Solution:

Provide an enterprise-wide solution that allows implementation of application features on an unlimited number of County websites and County web pages.

Allow implementation of an unlimited number of subscription options.

Provide scalability so that the solution can support an unlimited number of e-mail subscribers.

Allow for an unlimited number of administrators from the County.

Provide an unlimited amount of subscription categories and subcategories.

Monitor changes on an unlimited amount of website content so that all subscription options can be linked to content that is maintained on the County's website.

Include all version upgrades to the application as part of solution fees.

Any upgrades to the functionality must be automatically incorporated into the services offered to the County at no additional costs. Because of rapidly changing email regulations and other changes in technology, GovDelivery shall be upgraded once per quarter with major upgrades happening twice a year unless a less frequent mutually agreeable schedule is set forth and signed by both the County and Contractor.

2.1.8 Included Support:

Provide online training to administrators at all levels. Contractor's account manager shall provide this training to all administrator level County personnel in single or multiple sessions. Training must be available to new administrators at any time during the resultant contract term.

Provide an account manager to assist with setup, ongoing support and administrative functionality training.

Provide all necessary technical and consultative support to setup the solution on the County's website. Contractor's manager must have experience implementing GovDelivery with a minimum of 10 other governments and shall primarily support the setup. Contractor's technical staff members must be available for specialized support.

Contractor's customer service staff members must be made available to field emails from County Users with questions. If applicable the service staff members shall address/answer questions directly or forward the question to the appropriate County staff.

Provide 24X7 emergency support with a guranteed two (2) hour response time.

GOVDOCS, 380 JACKSON STREET, SUITE #550, SAINT PAUL, MN 55101

C703003 / B0600756 / NIGP 20954

Terms:	2% 10 days, Net 31
Vendor Number:	W000003305 X
Telephone Number:	651/726-7303 651/665-0930
Fax Number:	651/665-0943
Contact Person:	Scott Burns Darren Gerke
E-mail Address:	scott.burns Darren.Gerke@govdocs.com
Company Web Site:	www.govdocs.com
Certificates of Insurance	Required
Performance Bond Required	\$88,000.00
Contract Period:	To cover the period ending February 28, 2005-2006 June 30, 2007.